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UNCLAS SECTION 01 OF 02 HARARE 000267

SIPDIS

SENSITIVE

NSC FOR SENIOR AFRICA DIRECTOR J. FRAZER
LONDON FOR C. GURNEY
PARIS FOR C. NEARY
NAIROBI FOR T. PFLAUMER

E.O. 12958: N/A

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SUBJECT: MOU: CAN'T LIVE WITH IT, CAN'T SURVIVE WITHOUT IT

REF: HARARE 239

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¶1. (SBU) Summary. The proposed Memorandum of Understanding (MOU) between the GOZ and the Commercial Farmers' Union (CFU), foreshadowed in reftel, typifies the bad faith underlying current efforts by the GOZ to use the CFU in support of its propaganda. The specific language in the proposed MOU demonstrates that the GOZ's position is, in effect, "what's yours is ours, and what's ours is non-negotiable." However, if the CFU refuses outright to continue a dialogue with the Minister of Lands, the GOZ may well seize the farmers' remaining assets anyway. End summary.

¶2. (SBU) The introductory rhetoric in the MOU clearly states that: the CFU must cooperate in order to demonstrate that it is not acting as an "instrument of or representative of any foreign power or interest, but as a Zimbabwean organisation representing the interests of its members"; the 11 million hectares seized from commercial farmers is "STATE LAND that cannot and will not revert back to any previous status for whatever reason whatsoever"; and "lawfully resettled farmers, whether under the Model A1 or Model A2 schemes that are on the 11 million hectares shall not be evicted therefrom." In short, by signing such an MOU, the CFU would concede defeat on behalf of its individual members.

¶3. (SBU) Further introductory clauses address the ambiguous policy of "one man, one farm" by stating that CFU members ("and others similarly affected" -- possibly an oblique reference to Justice for Agriculture, the hardline farmers' group which is pushing for farmers to retain their title deeds and challenge the GOZ's program through legal action), are eligible to receive land under the resettlement program. However, the MOU states that such farmers "shall be accommodated ELSEWHERE on land compulsorily acquired by the Government for resettlement purposes, OVER AND ABOVE the already mentioned 11 million hectares, where they shall be allocated portions of land within and up to the applicable maximum farm size depending on the agro-ecological region in question (emphasis added)." The careful phrasing of this clause confirms the fears expressed by CFU members in previous meetings: the GOZ may allocate some small pieces of marginal land, possibly virgin bush, probably several hundred miles from their original homes, to CFU applicants -- but only after the CFU members have turned over their title deeds and submitted themselves to the authority of the Minister of Lands, effectively signaling their acquiescence to their own plunder.

¶4. (SBU) The active clauses detailed as the substantive "record of understanding between the parties" require the CFU to commit the personal property of its members to a GOZ-sponsored forced purchase. The GOZ undertakes to guarantee that applications by CFU members for new land will be "favourably considered" not later than August 31, 2003; in return, the GOZ demands that the CFU urge its members to sell and/or lease their warehoused equipment, as well as their expertise, to the government for the use of the new farmers resettled on their former property. The MOU further insists that the CFU provide the Minister of Lands with an inventory of such moveable equipment and skills "that may be offered for sale" or rental within thirty days of the execution of the document. Although the MOU, on the surface, appears to recognize that the farm equipment in question is the individual property of CFU members, the clear implication is that the GOZ wants the equipment -- and may seize it if it is not meekly offered up. This is a potent and credible threat. Just last week, sources reported that a government minister broke into a warehouse and "seized" a combine tractor worth over US\$27,000 from a former commercial farmer for the minister's use.

¶5. (SBU) Comment. The underlying theme of this entire document, other than the attempt to gain access to badly-needed agricultural equipment, is that the land seizures will not be reversed and that the CFU should join the GOZ in placing the responsibility for compensation on

Great Britain. The MOU states in two separate places that the GOZ "is ready and willing to assist the CFU to constructively pursue and finalise the matter (compensation) with the former colonial power or any other (identified) party..." This correlates with the GOZ's urgent request for an exonerating "statement" which CFU president Colin Cloete reported in his meetings with various ministers last week, see reftel.

16. (SBU) In a strictly legal sense, it is highly unlikely that the CFU has the authority to commit its individual members to acceptance of the terms of this MOU. Even if the CFU president agrees that acquired land cannot and will not revert to individual ownership, that would not preclude an individual CFU member from pursuing a challenge through the courts. Even if the CFU agrees to urge its members to sell farm equipment to the GOZ, it cannot force a sale. The greatest value to the GOZ in executing this version of the MOU lies in its propaganda value. It would suit the GOZ's frantic attempts to ease international censure if the CFU is seen as accepting the land resettlement as a fait accompli, for which the "former colonial power" is morally and financially responsible. It would also suit the GOZ if the CFU helped persuade its members to turn over their farming equipment to the resettled farmers -- for an unspecified payment at an unspecified future date. Commercial farmers throughout the nation are carefully watching these meetings play out, and many believe that the CFU is openly betraying its membership by continuing a dialogue in which no concessions or relief are gained by its members. Ongoing contacts with Cloete indicate that he is aware of tightrope he is walking, and that he is unlikely to sign the MOU in its current form. End comment.

SULLIVAN